

THE CITY OF SEATTLE
SEATTLE PARKS AND RECREATION

2015 REQUEST FOR PROPOSALS (RFP) – FOR URBAN PARKS PARTNERSHIP FOR
ACTIVATION AND PROGRAMMING OF
WESTLAKE PARK AND OCCIDENTAL SQUARE

Proposal Due Date – Friday, January 22, 2016 by 4:00 pm



SEATTLE PARKS & RECREATION
CHERYL FRASER, DIRECTOR, REGIONAL PARKS AND STRATEGIC OUTREACH DIVISION
SUSANNE ROCKWELL
(206) 684-4816
susanne.rockwell@seattle.gov

MAILING ADDRESS AND OFFICE LOCATION:

Seattle Parks & Recreation
Susanne Rockwell
6310 NE 74th Street, #109E
Seattle, WA 98115

These materials and electronic copies of the forms are available at:

<http://www.seattle.gov/parks/partnerships/rfp.htm>

Seattle Parks and Recreation (SPR) is inviting all interested Community Organizations to submit proposals for the activation and programming of Westlake Park and Occidental Square to increase opportunities for positive public use and enjoyment of these public spaces. Proposals need to encompass activation and programming for both parks.

The Urban Parks Partnership Initiative will support new ideas in building sustainable community partnerships that can provide vibrant, welcoming, and safe public places through activation and programming, funding, and community engagement.

SEATTLE PARKS AND RECREATION

2015 REQUEST FOR PROPOSALS (RFP) – URBAN PARKS PARTNERSHIP FOR ACTIVATION AND PROGRAMMING OF WESTLAKE PARK AND OCCIDENTAL SQUARE

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PROPOSAL DUE DATE – FRIDAY, JANUARY 22, 2016 BY 4:00 PM

I. URBAN PARKS PARTNERSHIP FOR ACTIVATION AND PROGRAMMING OF WESTLAKE PARK AND OCCIDENTAL SQUARE OVERVIEW

Seattle Parks and Recreation (SPR) is inviting all interested Community Organizations to submit proposals for the opportunity to formally partner with the City of Seattle (City), by and through SPR and a five-year Partnership Agreement, to provide for the activation and programming of Westlake Park and Occidental Square, including the permitting of such services and activities and events in order to increase positive public use and enjoyment of these public spaces. Proposals need to encompass activation and programming for both parks.

The Urban Parks Partnership Initiative will support new ideas in building sustainable community partnerships that can provide vibrant, welcoming, and safe public places through activation and programming by providing furniture and other amenities, games, temporary art, concerts, festivals, classes, park staffing and activities and events for public enjoyment.

Under the Partnership, the City/SPR will:

- Provide funding in graduated increments over the next five years as seed money for the activation of both Westlake Park and Occidental Square through the Seattle Park District Investment Initiative 4.11.
- Continue to maintain both properties and to provide Park Rangers, as available.
- Continue to permit Free speech activity or events; and Citywide Special Events through the City of Seattle Special Events Committee.
- Provide a minimum of 8 hours of Race and Social Justice training for all staff related to developing, implementing or overseeing programming and activation of the parks.

Park Site Locations: Westlake Park
401 Pine St
Seattle WA 98101

Occidental Square
117 S. Washington St.
Seattle WA 98104

SPR anticipates a total funding amount of \$900,000 to be offered in graduated increments in a Partnership Agreement between an interested Community Organization and the City, subject to City Council approval and authorization of the available funds under the Seattle Park District Investment Initiative 4.11 Urban Parks Partnership. If approved by City Council, activation and programming activities would be expected to be provided by the Community Organization beginning in May or early June 2016, and continue annually until December 31, 2020.

Anticipated Funding Levels	2016	2017	2018	2019	2020	Total
	\$250K	\$250K	\$150K	\$150K	\$100K	\$900,000

Single Award: With this solicitation, the City intends to award one contract for the activation and programming of both Westlake Park and Occidental Square, and does not anticipate

awarding to multiple organizations or entities. Regardless, the City reserves the right to make multiple or partial awards upon the discretion and feasibility of the proposed Partnership.

Any Community Organizations interested in such a Partnership with the City shall prepare and submit a responsive proposal as set forth in this 2015 Request For Proposal– Seattle Urban Parks Partnership: Activation and Programming of Westlake Park and Occidental Square.

II. RFP SCHEDULE

December 11, 2015	Advertisement begins
December 17, 2015	RFP Open House/Pre-Submittal Conference – Optional by SPR
January 8, 2016	Deadline for RFP questions to SPR
January 14, 2016	Deadline for SPR response to questions
January 22, 2016	RFP Submittal due by 4:00 p.m.
Wk of January 25, 2016	RFP Evaluations
Wk of February 1, 2016	RFP Interviews – Optional by SPR
Wk of February 8, 2016	Notification
Feb – March, 2016	SPR and Community Organization negotiate final five-year Partnership Agreement
April, 2016	Seattle City Council approval of five-year Partnership Agreement with Community Organization

Seattle Parks and Recreation reserves the sole rights to change these dates. Prospective candidates will be notified of any changes.

III. SOLICITATION OBJECTIVES

The City expects to achieve the following outcomes through this partnership solicitation, including, but not limited to providing a safe, welcoming and vibrant environment:

1. Safe: As practical evidence that the parks are perceived to be safe, achieve and maintain an approximate annual average of 1:1 ratio between men and women in both parks as determined by people counts twice daily between the years of 2016-2020.
2. Welcoming: Activation and programming will reflect and welcome the perspective of the community as a whole, including underserved communities in the area, as demonstrated/documented through ongoing communication tools with the surrounding community, starting in 2016.
3. Vibrant: Demonstrated proof that the community supports vibrant activation and programming strategies through regular people counts (daily and event-based) and through regular community surveys or other professionally implemented mechanisms.
4. Application of all funds raised and collected in the parks towards programming and activation of these same parks as documented in a bi-annual report.

5. Public dollars will provide the seed money for future a long term sustainable activation plan by the community, which will be in place by the end of the contract period, December 31, 2020.

IV. MINIMUM QUALIFICATIONS

Minimum qualifications are required for a proposal to be eligible to submit a RFP response. Submittal responses must show compliance to the minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the City without further consideration.

1. Have a current City of Seattle Business License.
2. Demonstrated ability to meet a 3:1 ratio minimum on private to public investment dollars for the duration of the contract and to document in financial reporting.

V. SCOPE OF SERVICES/OTHER REQUIREMENTS

A. Programming and Activation

The successful Community Organization shall:

1. Ensure free, open and public access to the public properties of Westlake Park and Occidental Square while providing activation and programming services.
 - a. “Activation” means providing semi-permanent or regularly available amenities such as moveable furniture, seasonal flowers, ping-pong tables, temporary art, information kiosks, and other tasks and activities that create a welcoming atmosphere and encourage people to use the park for positive reasons.
 - b. “Programming” means providing scheduled activities and entertainment and associated staffing that bring participants to the parks, including without limitation, community events, classes, reading, musical performances, chess tournaments, or other open public activities.
2. Provide supervision and oversight services to ensure sufficient personnel and general staffing necessary to promote and support the effective operation of any programs and events at the parks.
3. Provide security services as needed to protect property and to ensure effective operation of programs and events at the parks.
4. Maintain an electronic calendar for both parks that is accessible to SPR staff and provides accurate and detailed information about all scheduled events, programs and activities, and allows for coordination with SPR’s maintenance services.

B. Permitting, Fees and Code Compliance

The successful Community Organization shall permit, manage, and maintain responsibility and liability for all activation and programming services, activities and events at the Parks, EXCLUDING the permitting and responsibility of Free Speech activities and events or Citywide Special Events, which are handled through the SPR Event Scheduling Office and the City of Seattle Special Events Committee.

The successful Community Organization shall also:

1. Permit, manage, and maintain the responsibility and liability for food and beverage concessions in the parks.
2. Respond to public requests for events and activities and apply all applicable fees as set forth in SPR's Fee schedule (SPR Fees and Charges).
3. Work with permit applicants to ensure that events and activities are appropriate to the size of the relevant park and to the overall mission of public access and enjoyment.
4. Include SPR logo, with SPR approval, on all branding and marketing materials such as fliers, posters and websites.
5. Comply with all city, state and federal laws and regulations including all aspects of the Parks Code and the Department of Planning and Development's Sign Code, including codes pertaining to off-premises advertising.

C. Community Organization Financial Commitment

The successful Community Organization shall:

1. Apply all funds raised and collected in the parks towards programming and activation of these same parks.
2. Meet a 3:1 ratio minimum on private to public investment dollars for the duration of the contract and document in financial reporting.
3. Purchase from SPR any additional maintenance services needed in the parks that are above and beyond the baseline maintenance already provided by SPR. **See Appendix 1 - Baseline Parks Maintenance for Westlake Park and Occidental Square.**

D. Report Outcomes and Assessment

Please generally refer to Section III. Solicitation Objectives, for reporting outcomes. It is the responsibility of the successful Community Organization to define and measure

success through a variety of communication tools, surveys or other professionally implemented mechanisms.

The successful Community Organization shall:

1. Provide an assessment of Women and Minority Owned Business Enterprises (WMBE) aspiration targets for contracts, vendors and concession outcomes, and include in a bi-annual report.
2. Conduct outreach that is inclusive of underserved communities to ensure planning, community feedback, measurements and assessments of the park activation and programming include the perspective of underserved communities in the area. Report methods and outcomes in a bi-annual report to SPR. (See Section III. Solicitation Objectives #2 and #3).
3. Provide a bi-annual report to SPR on outcomes, measurements and assessments of activation and programming services, including, but not limited to, summary of programs and activities, detailed revenue costs and expenditures, community surveys or other feedback tools, and measurements to indicate the levels of participation in events and activities, and the average daily ratio of men to women. (See Section III. Solicitation Objectives #1, 2 and #3)
4. Provide SPR with a copy of the parks-related financials as reported on your organizations yearly tax filings. (See Section III. Solicitation Objectives #4 and #5)

VI. RFP SUBMITTAL REQUIREMENTS

This section details City procedures for directing the RFP process. The City reserves the right in its sole discretion to reject the proposal of any Proposer that fails to comply with requirements or process set forth in this section. The City allows and will accept a hard copy or electronic proposal submission. Please choose either A. Hard Copy Submittal or B. Electronic Submittal format below, and then proceed with the remaining requirements.

A. Hard Copy Submittal

Hard-copy responses should be submitted in a sealed box or envelope marked and addressed to the City contact person name (see below), with the solicitation title and number. If submittals are not marked, the Proposer risks the response being misplaced and not properly delivered. Hard copy submissions must be postmarked by the deadline, **January 22, 2016**.

1. All submissions must include one original (1) unbound complete proposal, eight (8) bound copies, and one (1) electronic CD copy of the proposal by the deadline, **January 22, 2016, 4:00 p.m.** Address submissions to:

Seattle Parks & Recreation
Susanne Rockwell
6310 NE 74th Street, #109E
Seattle, WA 98115

B. Electronic Submittal

1. An electronic submittal should be e-mailed with attachments to: susanne.rockwell@seattle.gov by the deadline, January 22, 2016, 4:00 p.m.
2. Title the subject line of the e-mail clearly.
3. The City e-mail system will allow emails, including their attachments, to take up to 12 Megabytes of size.
4. Any Proposer submitting an electronic version bears the responsibility and risk of an untimely, undelivered, or inaccessible email submission(s).
5. A Proposer may also submit a timely postmarked hard-copy to SPR, the hard copy will receive precedent review.

C. Consultant Questionnaire (Mandatory)

The City of Seattle requires that all RFP submittals complete a Consultant Questionnaire and include the questionnaire with your response. The Consultant Questionnaire can be downloaded from the following site:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/3ConsultantQuestionnaire.docx>

D. WMBE Inclusion Plan (Mandatory)

The City of Seattle requires a WMBE Inclusion Plan for all contracts involving a total payment above \$280,000 be submitted in the RFP response. The WMBE Inclusion Plan can be publically downloaded at:

http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/InclusionPlan_ConsultantContracts.docx

E. Legal Name and Current City of Seattle Business License (Mandatory)

Submit a certificate, copy of web-page, or documentation from the Secretary of State in which you incorporated that shows your company's legal name. Many companies use a "Doing Business As" name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>.

A current City of Seattle Business License is required for anyone doing business on City property. Please provide a copy of a current City of Seattle business license in your proposal or be prepared to obtain one before the contract is awarded.

F. Letter of interest (Optional)

G. Proposal Response to Partnership Questionnaire (Mandatory)

Submit responses to the Partnership Questionnaire, Section XI below.

VII. NEGOTIATIONS

The City may open discussions with the apparent successful Proposer, to negotiate modifications to the proposal or the Partnership Agreement, to align the proposal or Partnership Agreement to meet City needs within the scope sought by the solicitation. The City cannot modify contract provisions mandated by Federal, State or City law, including: Equal Benefits, Audit (review of vendor records), WMBE and EEO, Confidentiality and Debarment. Exceptions to those provisions will be summarily disregarded. The City does not intend on engaging in lengthy negotiations and will require the finalization of the Partnership Agreement to reflect the scope, requirements and terms set forth in this RFP.

VIII. PARTNERSHIP AGREEMENT TERMS AND CONDITIONS

A Community Organization willing to provide activation and programming services, activities and events at the Parks will be required to enter into a Partnership Agreement with the City of Seattle, which shall also require City Council approval. The Partnership Agreement term shall be for five years.

Community Organizations shall adhere to the City's standard terms and conditions, which will be provided to the proposer who is successfully awarded the opportunity to enter into a Partnership Agreement with the City. The terms and conditions of the Partnership Agreement will generally reflect that the Community Organization will function as an independent contractor while providing activation and programming services, activities and events of the Park Site Locations. The City will maintain ownership of both Park properties at all times of the partnership with the Community Organization, and will also continue to permit Free speech activity or events at the park and permit Citywide Special Events through the City of Seattle Special Events Committee. The standard terms and conditions shall include the terms and conditions as provided in **Appendix 2 – Seattle Parks Urban Parks Partnership RFP: Terms and Conditions for First Amendment Activities and Indemnification.**

IX. PROTEST PROCEDURE

Interested parties that wish to protest any aspect of this RFP selection process must provide written notice to the City Project Manager for this solicitation. The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. Please see the City website at: <http://www.seattle.gov/business/WithSeattle.htm>.

Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and proposers bear the responsibility to seek information and submit any protests timely.

X. SELECTION PROCESS

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall be considered for evaluation. The Consultant Questionnaire including the Equal Benefits section, Minimum Qualifications, a WMBE Inclusion Plan, satisfactory financial responsibility and other elements are screened in this step. A significant failure to perform on past City projects may also be considered in determining the responsibility of an organization.

The City will evaluate proposals using the criteria below. Responses will be evaluated and ranked or scored. The City may interview top ranked organizations following the proposal evaluation process. If applicable, interviews will be scored independently using the RFP evaluation criteria and then added to the proposal score for a final ranking. If interviews are conducted, they will be worth 100 additional points.

A. Proposal Evaluation Criteria

Fiscal Responsibility and Sustainable Park Operations Plan	30 points
Management Plan	15 points
Activation and Programming Plan	30 points
Women and Minority Owned Business Enterprises (WMBE) aspiration targets	10 points
Inclusive Outreach Plan	15 points

XI. PARTNERSHIP QUESTIONNAIRE

Refer to the Solicitation Objectives, Minimum Qualifications, and Scope of Work sections when responding to the Questionnaire.

A. Cover Sheet

Please provide a cover sheet on your organization's letterhead that includes all relevant contact information for your organization, including but not limited to, the name of the contact person, their phone and fax numbers; and a brief, concise summary of your proposed management plan.

B. Minimum Qualifications

Please provide a 1-2 page response on how your Community Organization meets the minimum qualifications set forth in this Proposal. Refer to Section IV Minimum Qualifications.

C. Questionnaire:

1. Describe how your Community Organization will meet a 3:1 ratio on public investment dollars for the duration of the Partnership Agreement and how the investment fits into a sustainable, long term plan for the Park Sites. Since funding is intended to be seed money and decreases over the course of the 5-year Partnership Agreement, please outline how operations of the Park Sites will be sustainable and how activation and programming may feasibly extend beyond the life of the Partnership Agreement. (30 points)
2. Describe your Community Organization's strategies to implement a management plan for the Park Sites. Include a staffing model, and details for security services (if and when needed) to protect City property and to ensure effective operation of programs and events. (15 points)
3. Describe how your Community Organization will provide activation and programming of Westlake Park and Occidental Square, that increases opportunities for positive public use and enjoyment of these urban parks, and ensures events and activities are appropriate to the size of the relevant park and to the overall mission of public access and enjoyment. (30 points)
4. Provide Women and Minority Owned Business Enterprises (WMBE) aspiration targets for contracts, vendors and concessions. (10 points)
5. Describe how you will engage the Seattle community to ensure the inclusion of underserved communities in the area in park activation, programming and feedback. (15 points)

XII. UPDATED INFORMATION

General information regarding the Park Site locations, Urban Parks Initiative, and successful community partnerships can be found on the SPR website, available at <http://www.seattle.gov/parks/partnerships/>.

Additional information regarding an expiring Urban Parks pilot project for the activation and programming at the Park site locations, authorized by City Ordinance 124865, can be found on the City Clerk website, available at <https://seattle.legistar.com/Legislation.aspx>.

SPR's responses to Proposer questions and requests for additional information and/or RFP changes will only be posted on the Seattle Parks and Recreation's website. Please check often for updates at the following website address: <http://www.seattle.gov/parks/partnerships/rfp.htm>.

By responding to this Request for Proposal, Proposer has read and understands all of the information and documents within this RFP.

SEATTLE PARKS URBAN PARKS PARTNERSHIP RFP: APPENDIX 1
Baseline Parks Maintenance for Westlake Park and Occidental Square

SPR will provide the following baseline parks property maintenance for the Park Sites:

Cleaning and Landscaping

- Daily morning cleanings will be completed by 9:00 am and will include the following:
 - Removal of trash from all surfaces and receptacles
 - Wash down of following surfaces:
 - Westlake Park
 - Concrete pavers
 - Seven Hills Art Pieces
 - Base levels of arch
 - Water fountain base
 - Permanent seating
 - Play Space
 - Occidental Park
 - Brick surfaces
 - Permanent seating
 - Future Play Space
 - Removal of leaves, as needed
 - Removal of graffiti tags
- Early afternoon second removal and/or topping off of any trash receptacles within the park
- Late afternoon third trash removal and/or top-off Wednesdays through Sundays, May-September.
- Twice per year pressure washing of Westlake fountain, arch and play area. Four times per year pressure washing and mechanical scrubbing of Occidental.
- Landscaping
 - Annual mulch
 - Watering as needed
 - Replacing plants as needed
 - Basic plant maintenance
- Annual review of condition of Totems in Occidental Park and maintenance as needed, per the Office of Arts and Culture.
- Cleaning/maintenance of Occidental Kiosk, as needed
- Outside of the identified cleaning hours, Community Organization will be empowered to bring the parks up to a standard of cleanliness expected for the successful execution of any event.

SEATTLE PARKS URBAN PARKS PARTNERSHIP RFP: APPENDIX 2
TERMS AND CONDITIONS FOR FIRST AMENDMENT ACTIVITIES AND INDEMNIFICATION

Activation and Programming Services: First Amendment Activities Protected

- i. SPR will regulate the permitting of, and maintain responsibility for, all free speech activities and events in Occidental Square Park and Westlake Park, in accordance with applicable City rules and regulations.
- ii. Community Organization recognizes that Westlake Park and Occidental Park are traditional public forums for purposes of the First Amendment of the U.S. Constitution and Article 1, Section 5 of the Washington Constitution.
- iii. Community Organization will comply with SPR instructions regarding any rules, policies or practices or actions of Community Organization relating to free speech events occurring in the Parks. Community Organization will follow all City policies, practices, rules and laws regarding the regulation of speech in City parks that are provided to Community Organization by the City.
- iv. Community Organization will immediately forward any applications or requests for free speech activities or events to SPR.
- v. Community Organization will work cooperatively with Parks to accommodate free speech events and will provide SPR with clear and accurate information regarding time, location, equipment, and expected attendance for events and programming scheduled by Community Organization so that SPR may determine whether the available space can accommodate a free speech event.
- vi. Community Organization shall configure amenities and furniture in such a manner as to allow free speech events such as rallies and assemblies to occur safely.
- vii. In performance of all other services in the Partnership Agreement, Community Organization agrees not to regulate or manage Expressive activity or other First Amendment activities in Westlake Park and Occidental Park. Community Organizations will be fully responsible, legally liable, and hold the City harmless for any First Amendment violations that the Community Organizations commit during performance of the Partnership Agreement.

INDEMNIFICATION

- A. Community Organization releases and shall defend, indemnify, and hold the City and its officers, employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local laws or regulations) (and including, but not limited to, claims for infringement of any copyright, patent, trademark, or trade secret), costs (including attorneys' fees), actions or damages of any sort arising out of Community Organization's performance or nonperformance of the services to be provided under the Partnership Agreement attributable to the acts or omissions, willful misconduct, or breach of the Partnership Agreement by Community Organization, or Community Organization's sub consultants, servants, agents, officers or employees. Community Organization's indemnification obligations shall not be eliminated or reduced by any alleged negligence on

the part of the City. This obligation to defend and indemnify the City also extends to any claims of discrimination, retaliation, harassment, and all other employment-related claims arising from the conduct of any Community Organization agent or employee. In furtherance of these obligations, and only regarding the City and its officers, employees, and agents, Community Organization waives any immunity it may have or limitation on the amount or type of damages imposed under Title 51 RCW, or any other industrial insurance, workers compensation, disability, employee benefit or similar laws. Community Organization acknowledges that the foregoing waiver of immunity was mutually negotiated, and that the contract amount reflects this negotiation.

- B. Community Organization shall defend and hold the City harmless for any and all claims made against the City for any violations of the First Amendment of the U.S. Constitution or Article 1, Section 5 of the Washington Constitution, related to restrictions imposed by Community Organization on an applicant for a free speech event that are not approved in advance by the City or that arise out of Community Organization's performance or nonperformance of the services to be provided under the Partnership Agreement. Upon the receipt of or service on the City of any such claim, lawsuit, demand or any other such complaint based on such restrictions imposed without Parks' approval, the City may tender the defense to Community Organization. Upon the tender of such defense, Community Organization shall vigorously and thoroughly prosecute such defense on the City's behalf. Community Organization shall be responsible for and shall pay any and all amounts incurred by the City as a result of any such claim, lawsuit, demand or any other such complaint, including, but not limited to, the amount of any judgments, costs, fines, damages and attorneys' fees charged against the City.
- C. The indemnification provisions shall survive any termination or expiration of the Partnership Agreement.